

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** ____, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~2035 E. 00 NS, KOKOMO, Howard County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be ____ Dollars (\$____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

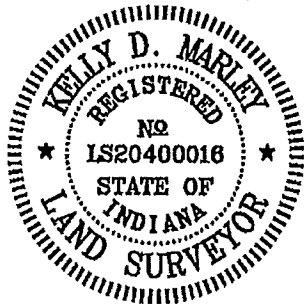
By _____
For:

EXHIBIT "A"

Sheet 1 of 1

Project: 0600338
Code: 5090
Parcel: 232A (Excess Land)
Form: WD-1

A part of Lot 4 in Garden City Estates to the City of Kokomo, Indiana, the plat of which is recorded in Plat Book 4, page 44, in the Office of the Recorder of Howard County, Indiana, and being part of the grantors' land depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the west line of said lot South 00 degrees 18 minutes 26 seconds East 7.18 feet from the northwest corner of said lot; thence South 78 degrees 45 minutes 25 seconds East 81.65 feet to the west line of the East 20.00 feet of said lot; thence South 00 degrees 18 minutes 26 seconds East 401.47 feet along the west line of the East 20.00 feet of said lot to the south line of said lot; thence South 89 degrees 41 minutes 34 seconds West 80.00 feet along said south line to the southwest corner of said lot; thence North 00 degrees 18 minutes 26 seconds West 417.82 feet along the west line of said lot to the point of beginning and containing 32,772 square feet, more or less.



This description was prepared for the
Indiana Department of Transportation
on the 30th day of November 2007.

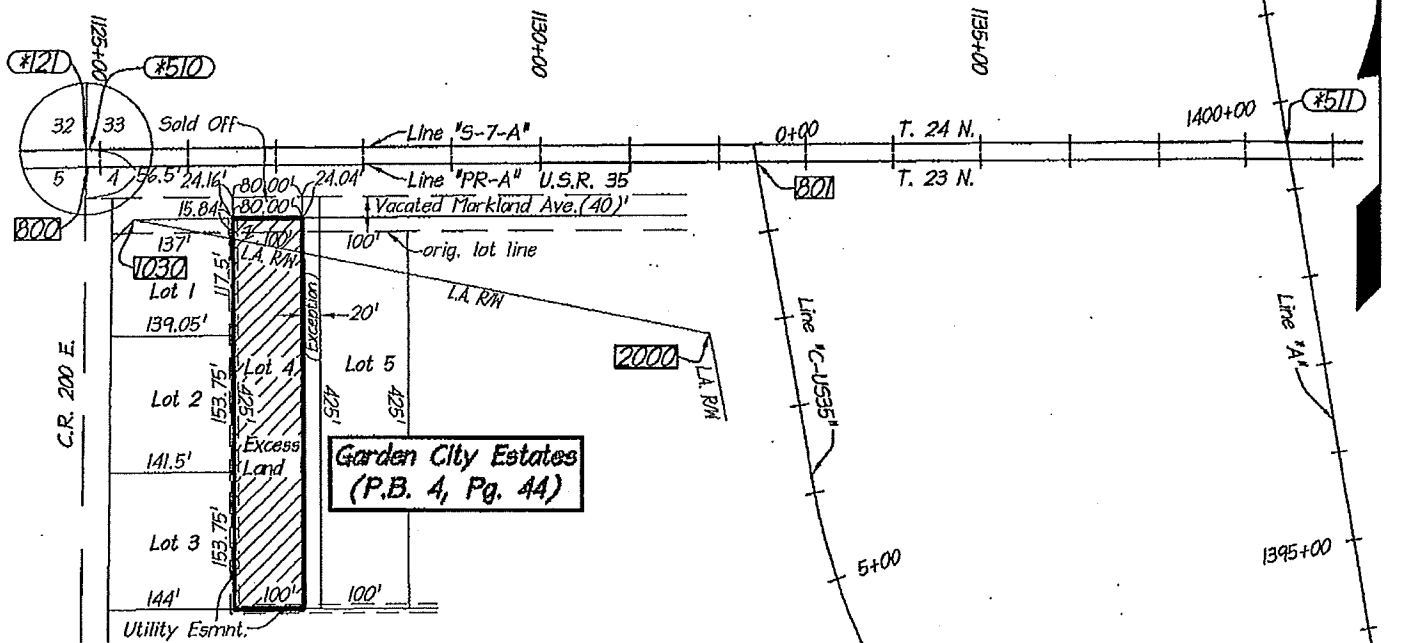
by Kelly D. Marley
Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Indiana Department of Transportation
by USI Consultants, Inc. (Job #2007-078)

SHEET 1 OF 1
0' 50' 100' 200'
SCALE 1" = 200'



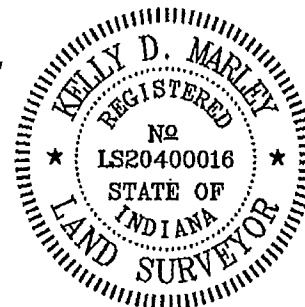
Point	Centerline	Station	Offset	Northing	Easting
#121, 510, 511, 545	* See Location Control Route Survey Plat, Instr. 0734004010				
800	P.I. 1124186.97 'PR-A' = O.P.O.T. 124186.97, 11.98' RL 'S-7-A'			104669.5731	110605.9733
801	P.O.T. 1132143.42 'PR-A' = O.P.O.T. 1132143.42, 11.97' RL 'S-7-A'			104674.8244	111362.4038
	= P.O.T. 0+20.28 'C-U535'				
1030	'PR-A'	+E(1125+38)	E(60.04') RL	104609.8877	110657.4205
2000	'A'	1398+50	685' Lt.	104480.3269	111309.1724

Stations & offsets control over both north & east coordinates and bearings & distances

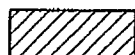
SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument 0734004010 in the Office of the Recorder of Howard County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Kelly D. Marley 11-30-07
Kelly D. Marley dated
Reg. Land Surveyor No. LS20400016
State of Indiana



PARCEL: 232 OWNER: TATUM, BRUCE A. ET UX.
CODE: 5090
PROJECT: 0600338
ROAD: U.S.R 31
COUNTY: HOWARD
SECTION: 4
TOWNSHIP: 23 N.
RANGE: 4 E.



USI
CONSULTANTS
8416 East 66th Street
Indianapolis, IN 46216

HATCHED AREA IS THE
APPROXIMATE TAKING

DRAWN BY: J.M. GARDNER 11-13-07
CHECKED BY: K.D. MARLEY 11-29-07
DES. NO.: 0600338

DEED BOOK 261, PAGE 2928, DATED 9-6-96
INSTRUMENT # 0534009021, 3-10-05

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)

County of Marion)

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

[illegible]

My commission expires: _____ I reside in _____ County

Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT C



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5533
FAX: (317) 232-0238

Michael R. Pence, Governor
Karl B. Browning, Commissioner

TO: **RON BALES, SENIOR ENVIRONMENTAL MANAGER, INDOT**
FROM: **KENNETH MCMULLEN, ENVIRONMENTAL POLICY MANAGER, INDOT**
SUBJECT: **STATE CATEGORICALLY EXEMPTED PROJECT, LA 5090, PARCEL 232A AND LA 5246, PARCEL 234A (EXCESS PARCELS)**
DATE: **MARCH 5, 2014**
CC: **KATIE LOGGINS, PROJECT MANAGER**

ENVIRONMENTAL CLEARENCE OF STATE FUNDED EXEMPTED PROJECTS

Under Indiana code IC 13-12-4-5, the Indiana Department of Transportation has determined certain types of projects to be exempt from the State Environmental Policy Act requirements outlined in 327 IAC 11. As this project has been determined to be 100% state funded and otherwise excluded from the National Environmental Policy Act (NEPA) requirements outlined in 40 CFR 1502.22 (b) it meets the requirements of the State Environmental Policy Act. As long as funding, approval, and permitting requirements remain the same as reported on this form at letting this project is exempted under 327 IAC 11-1-3, sec. 3. (e) (1). The following table demonstrates the exemptions agreed upon by the Indiana Department of Environmental Management and the Governor of the State of Indiana in accordance with 327 IAC 11, and under the authority of IC 13-12-4 and 13-14-8.

Scope of Work:

INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.

The subject parcels are located southeast of the intersection of US 35 and Isaac Walton Road, 0.2 mile west of the new US 31 Kokomo Bypass. The parcels are located east of the City of Kokomo, Indiana. LA 5090, Parcel 232A is approximately 0.752 acre in size and LA 5246, Parcel 234A is approximately 0.842 acre in size. Disposal of the parcels would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to natural resources or the human environment, located within the boundaries of the subject parcels.

Check all that apply	Exemption number	Project type
	1	Pipe culvert replacement
	2	Bridge painting
	3	Mowing
	4	Installation, modernization or maintenance of signs, traffic signals, pavement markings, highway lighting, and channelization within the existing right-of-way
	5	Patching and crack sealing of roadway surfaces
	6	Resurfacing existing pavement
	7	Guardrail and fence installation or repairs
X	10	Right-of-way abstracting, engineering appraising, property management and administration
	11	Landscaping and erosion control
	12	Safety projects such as pavement grooving, flare screen, safety barriers, and energy attenuators
	13	Addition or reconstruction of railroad crossing protection
	15	Reconstruction or replacement of an existing bridge crossing a stream, railroad, or roadway
	16	Addition of special facilities to an existing highway for the exclusive use of buses
	17	Slide correction measures which are not emergencies but are necessary to preserve the highway facility
	18	Modernization of an existing highway by widening less than a single line (sic.) width, adding shoulders, adding auxiliary lanes for climbing, turning or weaving, and correcting substandard curves and intersections

(Please check all that apply)

 X This project is to receive no federal funding, permits, approval that would lead to NEPA requirements.

 X This project does not qualify as a "Major state action as defined under 327 IAC 11-3-4.

 X Furthermore, this action fails to meet the definition of "Significantly affecting the quality of the human environment" as defined in 327 IAC 11-3-6.

These conclusions were ascertained by a study of the work type (as listed above) and the accompanying documentation.

 X INDOT approved Red Flag Investigation

 X Historical/Archeological Survey

 X Other

As the Responsible Official for INDOT as defined in 327 IAC 11-3-5, I have reviewed the documented information and attest to the validity of this exemption based on current knowledge of the project and the existing known environment.



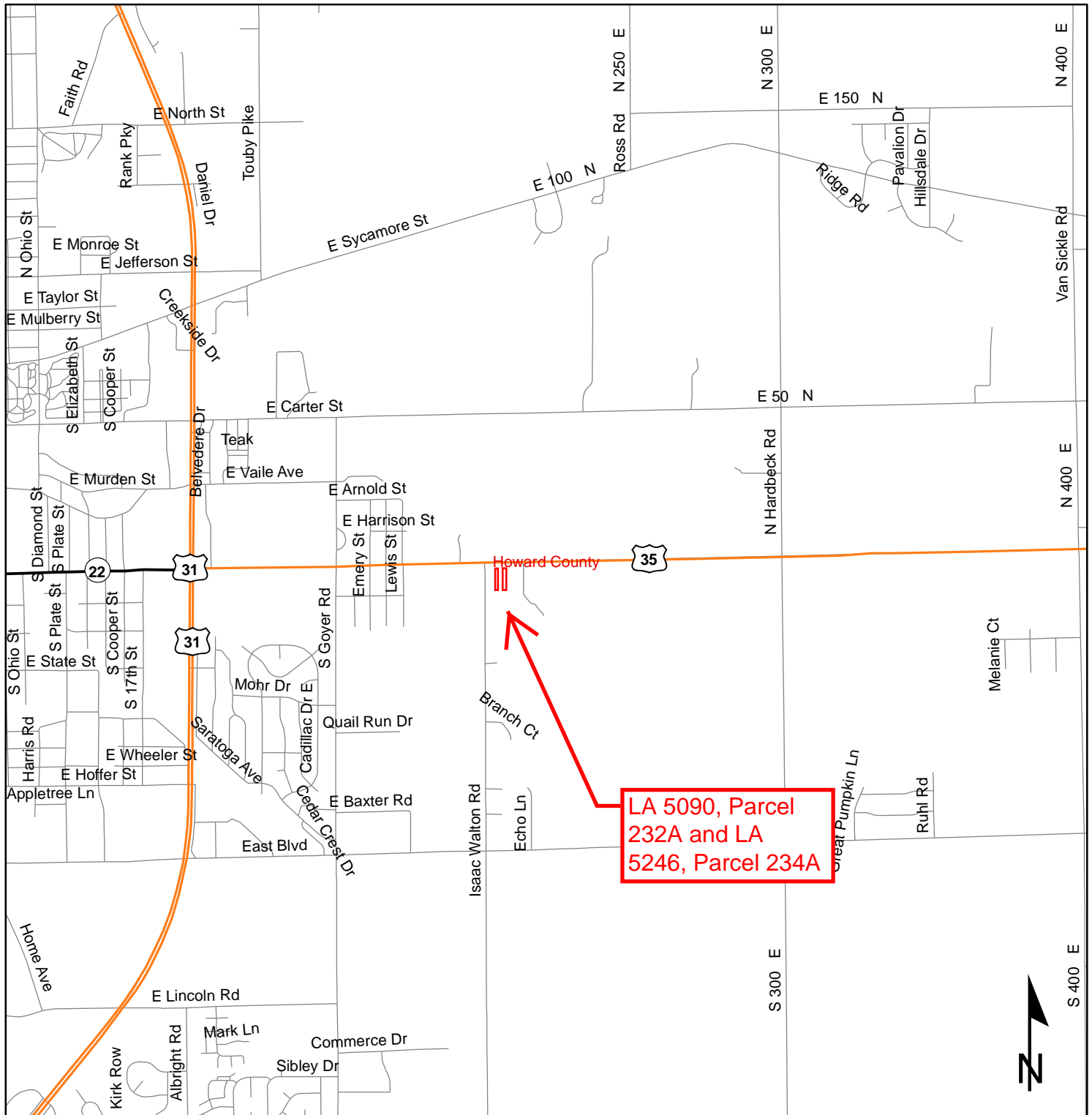
Kenneth B. McMullen, CHMM
Environmental Policy Manager
Division of Environmental Services
Indiana Department of Transportation

Appendix A: Graphics

A1	Location Map
A2	Topographic Map
A3	Aerial Map

Excess Parcels

Parcel 232A and LA 5246, Howard County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

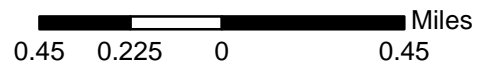
Sources: Non Orthophotography







Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data
(www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Scale 1:30,000

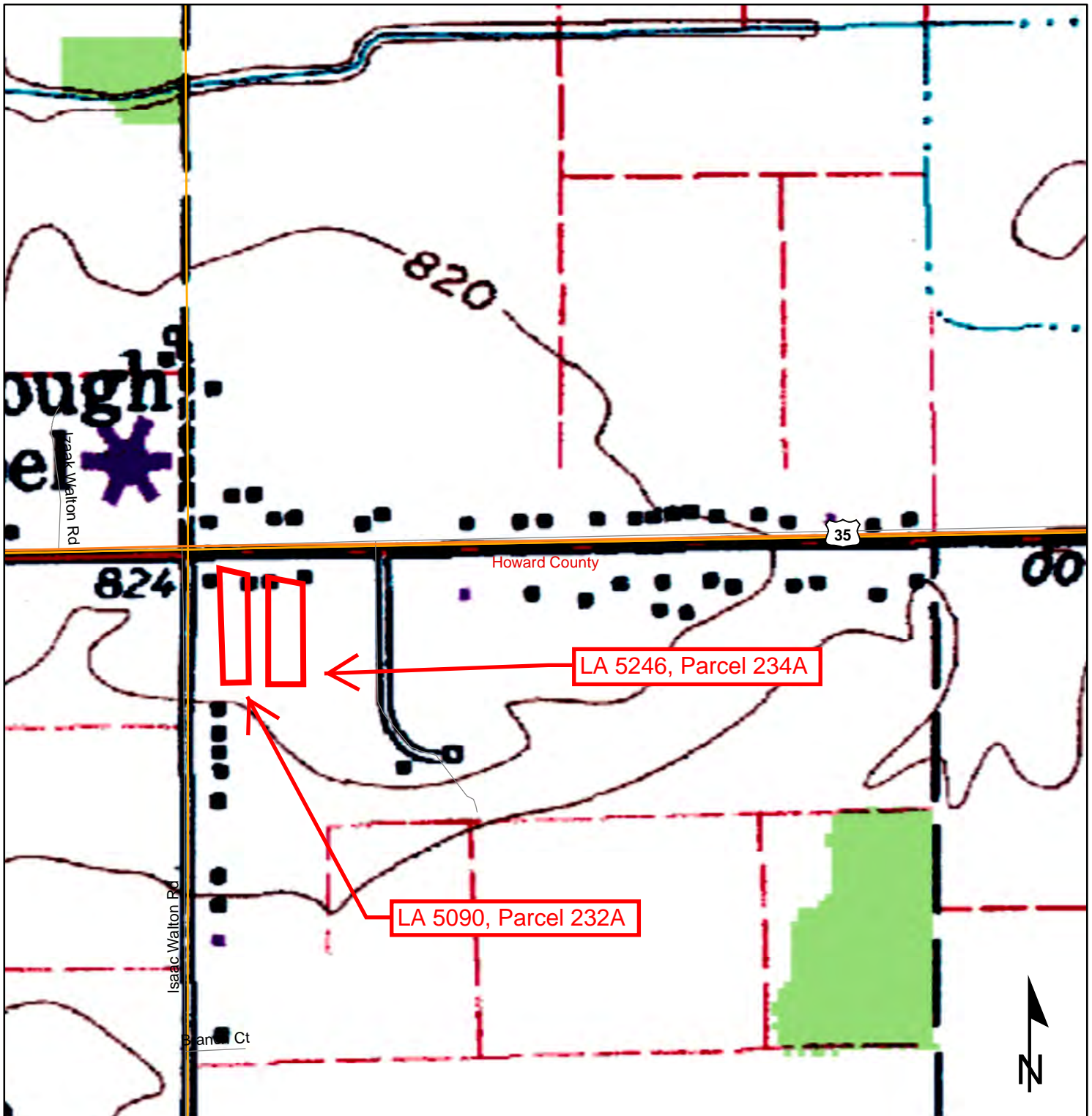


-  Section Town and Range  Interstate
 County Boundary  State Route
 Local Road  US Route

Excess Parcels

LA 5090, Parcel 232A and LA 5246, Parcel 234A

Howard County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Sources: Non Orthophotography







Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N Map Datum: NAD83

Scale 1:6,000

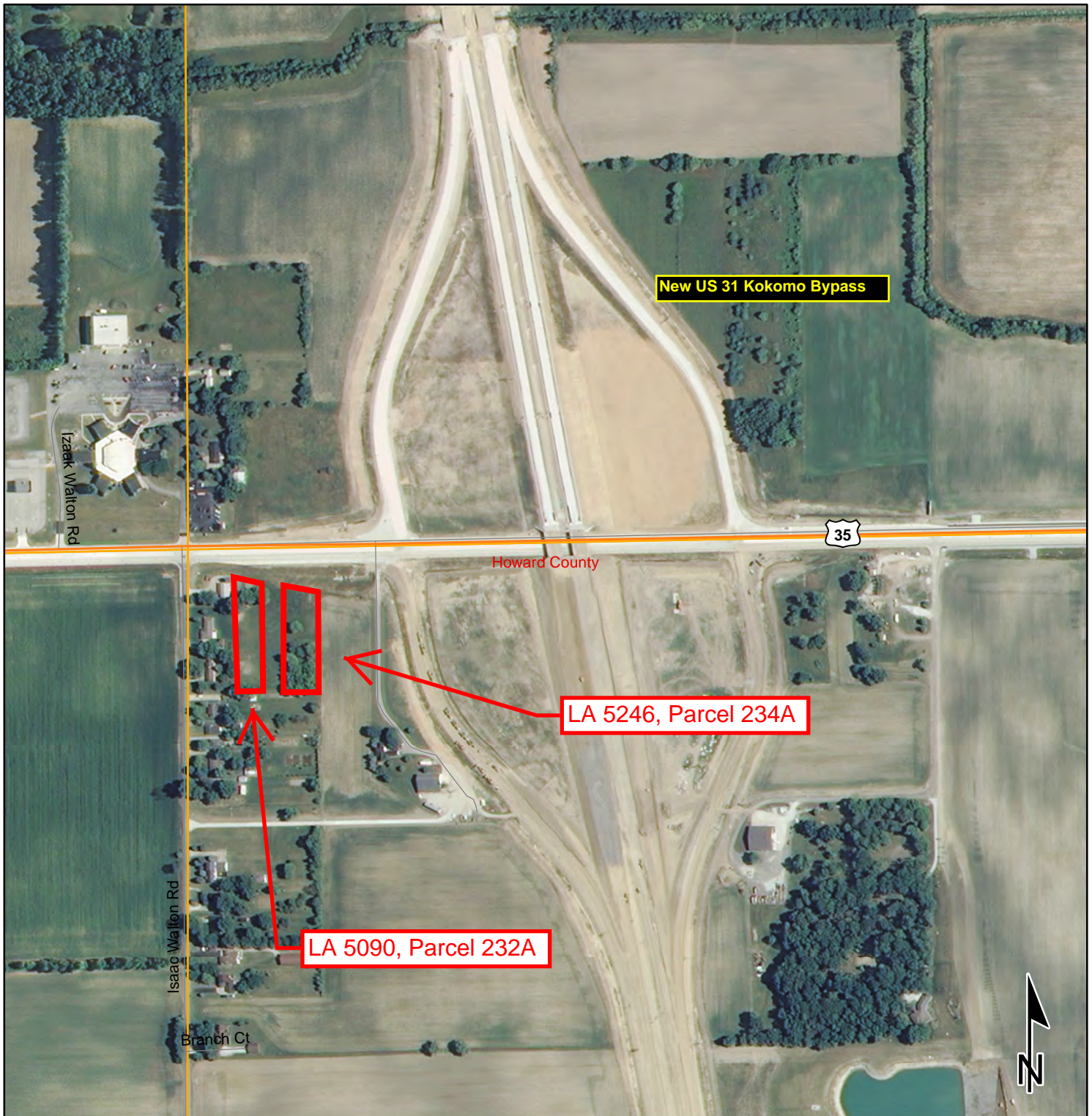
0.095 0.0475 0 0.095 Miles

- | | | | |
|-------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------|-------------|
|  | Section Town and Range |  | Interstate |
|  | County Boundary |  | State Route |
|  | Local Road |  | US Route |

Excess Parcels

LA 5090, Parcel 232A and LA 5246, Parcel 234A

Howard County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.







Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N Map Datum: NAD83

Scale 1:6,000 0.095 0.0475 0 0.095 Miles

	Section Town and Range		Interstate
	County Boundary		State Route
	Local Road		US Route

Appendix B: Cultural Resources

B1-B2	INDOT, CRO Responses November 25, 2013
B3-B4	Aboveground Clearance
B5-B18	Archaeological Clearance

Giffin, Toni

From: Miller, Shaun (INDOT)
Sent: Monday, November 25, 2013 3:16 PM
To: Giffin, Toni
Cc: Gillette, Kia; Kennedy, Mary
Subject: FW: New Parcels, 5246-234A; 5090-232A; 5278-349
Attachments: 5246-234A_archaeology.pdf; 5090-232A_archaeology.pdf; 5278-349_archaeology.pdf

Toni,

Please see below message for Mary's assessment of above-ground resources for excess parcels 2346-234A and 5090-232A (US 31 Kokomo Bypass) and 5278-349 (US 31 Plymouth to South Bend).

With regards to archaeology, please use the following:

Portions of excess parcels 5246-234A and 5090-232A were investigated for archaeological resources by ASC during additional survey work for the US 31 Kokomo Bypass project (Snyder and Terpstra 2009). No archaeological sites were identified on either parcel and SHPO concurred with this finding on November 16, 2009. According to SHAARD, no sites have been recorded in or adjacent to either parcel since 2009. In addition, 2012 aerial images reveal that these parcels have been severely disturbed by construction of the new bypass with structures razed and soils graded and leveled. Therefore, no further archaeological work is necessary prior to the sale of these parcels. Pertinent information to include in the CE is attached and in PW: [5246-234A_archaeology.pdf](#) and [5090-232A_archaeology.pdf](#)

Excess parcel 5278-349 was completely included in archaeological Phase Ia investigations for the US 31 Plymouth to South Bend project by ASC (Snyder and Hillen 2008). No sites were identified on the parcel and SHPO concurred with this finding on May 12, 2008. Therefore, no further archaeological work is necessary prior to the sale of this parcel. Pertinent information to include in the CE is attached and in PW: [5278-349_archaeology.pdf](#)

Thank you,

Shaun Miller
Archaeological Team Lead
INDOT, Cultural Resources Office
smiller@indot.in.gov
(317) 233-6795

From: Kennedy, Mary
Sent: Friday, November 22, 2013 3:26 PM
To: Miller, Shaun (INDOT)
Subject: RE: New Parcels, 5246-234A; 5090-232A; 5278-349

Shaun,

It looks like two of these parcels (5246 US 31 Parcel 234A & 5090 US 31 Parcel 232A) are at least partially covered in the addendum survey to US 31 Kokomo Bypass conducted by ASC (Snyder and Terpstra 2009) under des. no. 0200094. You had already provided Toni some graphics for some other parcels covered under that report: [5246-205, 236, 241_archaeology.pdf](#). You should take a look as I'm not sure how you deal with a parcel that might have only been partially surveyed in the previous survey (if I'm even reading the map correctly—maybe the survey did cover all of the parcels). I have no above-ground concerns as the parcels were in the original APE. The mapping & SHPO letter to cover above-ground are here: [5246 US 31 Parcel 234A & 5090 US 31 Parcel 232A_above-ground.pdf](#).

The other parcel is near US 31 in St. Joseph County (5278 US 31 Parcel 349). For above-ground resources, it was located within the APE for the US 31 project (Des. No. 9405230). The parcel is not located close enough to any of the NRHP listed or eligible properties to impact them. No above-ground concerns exist and no additional 106 consultation for above-ground resources is required at this time. I've saved the APE map for Des. No. 9405230 here: [5278 US 31 Parcel 349 above-ground](#).

Mary E. Kennedy
Indiana Department of Transportation
(317) 232-5215
mkennedy@indot.in.gov

From: Giffin, Toni
Sent: Friday, November 15, 2013 12:00 PM
To: McMullen, Kenneth B.; Carpenter, Patrick A; Kennedy, Mary; Miller, Shaun (INDOT); Mathas, Marlene
Cc: Andrews, Chris; Bales, Ronald
Subject: FW: New Parcels

Below are new excess parcels, uploaded into ProjectWise. They have also been added to the spreadsheet in ProjectWise.

I do not know at the moment whether or not the districts may have started and/or finish any portions of these. Currently, I am working on a CE for LA 2848, parcel 12. Also, I leave at 1:00 pm today, so I will check this on Monday. Unless I am told otherwise.

Toni Lynn Giffin
Environmental Manager II
Indiana Department of Transportation
Indiana Government Center North
100 North Senate Avenue Room N642
Indianapolis, IN 46204

Phone: (317) 232-1490
Fax: (317) 233-4929
Email: togiffin@indot.in.gov

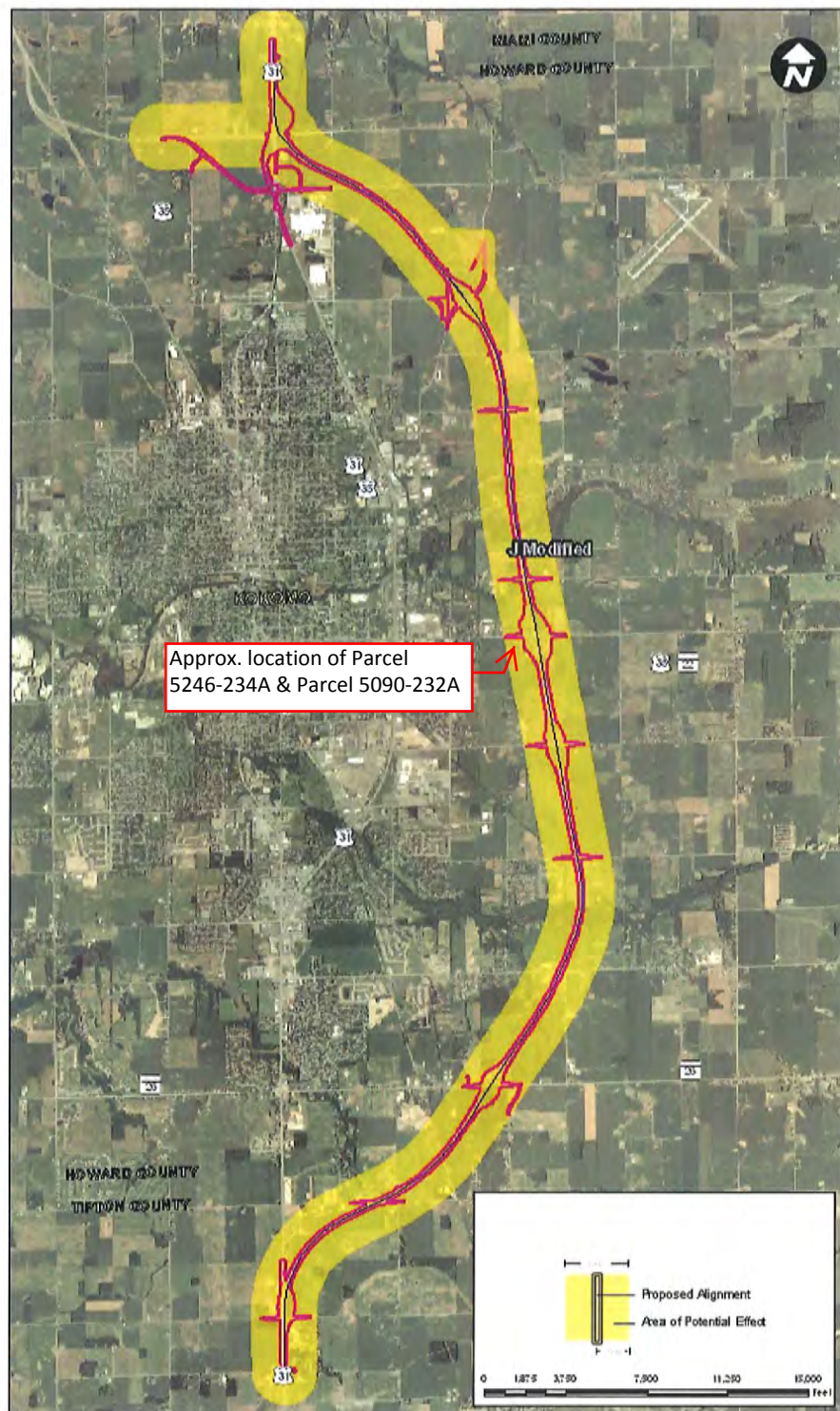
From: Loggins, Katherine
Sent: Friday, November 15, 2013 11:18 AM
To: Giffin, Toni
Subject: New Parcels

[5278 US 31 Parcel 349](#)

[5246 US 31 Parcel 234A](#)

[5090 US 31 Parcel 232A](#)

Katie Loggins
Property Management Specialist, Real Estate Division
Indiana Dept. of Transportation
100 N. Senate Avenue, Room N642



Appendix A Figure 3
Revised APE



February 14, 2007

Robert F. Tally
Division Administrator, Indiana Division
Federal Highway Administration
575 North Pennsylvania Street, Room 254
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration ("FHWA")

Re: Notification of the FHWA's finding of "no adverse effect" regarding US 31 corridor improvements through the City of Kokomo from south of SR 26 to north of the US 35 northern junction (Project #NH-153-2 [041]; Designation #0200094; DNR #9975, #9975-2; DHPA #1123)

Dear Mr. Tally:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and 36 C.F.R. Part 800, the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO") has conducted an analysis of the materials dated January 17, 2007 and February 9, 2007, and received on January 18, 2007 and February 12, 2007, for the above indicated project in Kokomo, Center and Harrison townships, Howard and Tipton counties, Indiana.

Although a finding of "no historic properties affected" would have been more appropriate, since the information submitted to our office indicates there are no identified historic properties qualified for inclusion in or eligible for the National Register, we see no reason to object to the FHWA's February 9, 2007, finding that no historic properties within the area of potential effects will be adversely affected by the above indicated project.

Please keep in mind this identification is subject to the following conditions:

1. The portion of site 12Ho303 located outside of the proposed project area must be avoided by all project activities or subjected to further archaeological investigations.
2. A complete final report and archaeological state site forms must be submitted to our office for review and comment within one year following completion of the fieldwork.

Also, be advised that if any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. Adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

If you have questions about our comments, please call our office at (317) 232-1646. Questions about archaeological issues should be directed to Cathy Draeger or Dr. Rick Jones. Questions about historic structures should be directed to Shana Kelso.

Very truly yours,

Ron McAhron
Acting Deputy State Historic Preservation Officer

RM:SNK:snk

cc: Richard Connolly, Parsons
emc: Wayne Goodman, Eastern Regional Office, Historic Landmarks Foundation of Indiana
Todd Zeiger, Northern Regional Office, Historic Landmarks Foundation of Indiana
Christopher Koeppel, Indiana Department of Transportation



Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, Jr., Director



November 16, 2009

Christine A. Meador
Environmental Project Manager
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256-3957

This letter clears
excess parcel
5090-232A

Federal Agency: Federal Highway Administration ("FHWA")

Re: Historic properties report (Nelson, 9/24/09) for the US 31 Kokomo Corridor additional areas, Tudor Drain wetland mitigation area (DES NO. 0901413) and addendum Phase I Archaeological survey report (Snyder & Terpstra, 10/26/09) and Phase 1c work plan (Snyder, 10/16/09) for deep testing for the proposed US 31 Kokomo corridor project (Project #nh-153-2 [041]; Designation #0200094 and #0901413; DHPA #1123)

Dear Ms. Meador:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer has conducted an analysis of the materials dated October 28, 2009 and received on October 30, 2009, for the above indicated project near Kokomo in Howard and Tipton County, Indiana.

In regard to the addendum Phase 1 archaeological survey report (Snyder & Terpstra, 10/26/09), we concur that sites 12Ho288, 12Ho292, 12H293, 12H295, and 12H302 are not eligible for the National Register of Historic Places. The following points are relevant regarding the Snyder & Terpstra (10/26/09) report:

- 1) P. 1- Please note that 312 IAC 21 and 312 IAC 22 are the rules which accompany Indiana Code (IC) 14-21-1.
- 2) P.65- If the landowner would wish to retain ownership of any of the artifacts which are recovered and not placed into permanent curation at a qualified curational facility, additional and more detailed analyses and documentation of the artifacts will be necessary. The archaeologist must consult with the Division of Historic Preservation and Archaeology regarding these additional analyses and documentation. All original notes, records, photographs, artifacts not retained by the landowner, etc. from the site will be curated at a qualified curational facility. Copies of the documentation may be given to the landowner.

No further archaeological investigations are needed at the sites mentioned above or in the other areas addressed in the Snyder & Terpstra (10/26/09) report, with the exception of the areas proposed for Phase 1c archaeological investigation.

In regard to the Phase 1c archaeological work plan (Snyder, 10/17/09), the plan is acceptable with the following clarifications and conditions:

- 1) The archaeological investigations must be done in accordance with the "Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation" (48 F.R. 44716).
- 2) If any human remains dating before December 31, 1939 are encountered, the discovery must be reported to the Indiana Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. If human remains or burials are discovered, the relevant state statutes, including IC 23-14 and IC 14-21-1, will be adhered to.

- 3) Any proposed revision of this plan must be submitted to this office, in writing, for review and comment, in advance of implementation in the field.
- 4) Completed state archaeological site forms will be entered into SHAARD.
- 5) P. 9- If the landowner would wish to retain ownership of any of the artifacts which are recovered and not placed into permanent curation at a qualified curational facility, additional and more detailed analyses and documentation of the artifacts will be necessary. The archaeologist must consult with the Division of Historic Preservation and Archaeology regarding these additional analyses and documentation. All original notes, records, photographs, artifacts not retained by the landowner, etc. from the site will be curated at a qualified curational facility. Copies of the documentation may be given to the landowner.
- 6) All relevant data will be tied to a permanent datum.
- 7) All trench walls and floors need to be hand scraped to clearly determine the presence of archaeological deposits.
- 8) All artifacts encountered during the subsurface investigation need to be collected and bagged by provenience.
- 9) All features exposed in the plan view of the trench/unit profiles must be excavated.

Once the report for the completed Phase Ic investigations is received, the Indiana SHPO will resume identification and evaluation procedures for this project.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

In regard to buildings and structures, we concur with American Structurepoint's assessment that AL002, AL003, AL004 (IHSSI #067-322-50033), and AL005 are not eligible for inclusion in the National Register of Historic Places. Additionally, we concur with American Structurepoint's assessment that AL001 (IHSSI #067-230-15001) is eligible for inclusion in the National Register of Historic Places.

However, we do not concur with American Structurepoint's assessment that AL006 (IHSSI # 067-322-50034) is not eligible for inclusion in the National Register of Historic Places; we believe that the structure is eligible for the National Register. The building retains much of its original detailing, including windows, window surrounds, and ornately decorated side porches. We agree that the recent (post-2003) application of vinyl siding detracts from the building's integrity; however, we do not feel that the exterior synthetic siding treatment would necessarily exclude the building from the National Register. Rather, we feel that the use of brick-patterned asphalt siding was a latter addition (use dates to mid-1930s to 1960s), and that vinyl siding more closely reflects what likely was wood clapboard siding.

Based on the information provided to our office, we believe that there may be effects on the characteristics of the above identified historic properties that qualify them for inclusion in or eligibility for the National Register (*see* 36 C.F.R., § 800.16[i]). To enable us to provide views on the effects 36 C.F.R. § 800.4(d)(2) for your agency, please provide the following information:

- 1) In regards to Location #2 and Location #8, a verbal description of the "design changes to the preferred alternative" that have necessitated the additional APEs.
- 2) A detailed site plan, drawn to scale, showing the footprint or face of the properties in relation to the preferred alternative as developed in the Final EIS and the currently proposed design changes (e.g., roadway, right-of-way, driveways, etc.).

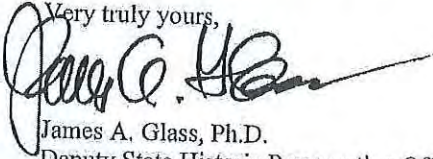
Once the indicated information is received, the Indiana SHPO will resume identification and evaluation procedures for this project. Please keep in mind that additional information may be requested in the future.

A copy of the revised 36 C.F.R. Part 800 that went into effect on August 5, 2004, may be found on the Internet at www.achp.gov for your reference. If you have questions about archaeological issues please contact Amy Johnson at

Christine A. Meador
November 16, 2009
Page 3

(317) 232-6982 or ajohnson@dnr.IN.gov. If you have questions about buildings or structures please contact Shawn Niemi at (317) 234-6705 or sniemi@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA #1123.

Very truly yours,



James A. Glass, Ph.D.
Deputy State Historic Preservation Officer

JAG:SEN:ALJ:aj

cc: ✓ Staffan Peterson, Indiana Department of Transportation
enc: Jim Snyder, ASC Group, Inc.
Louella Beth Hillen, ASC Group, Inc.

Report included
excess parcel
5090-232A

**Addendum To: Phase I Archaeological Survey for the Proposed US 31 Kokomo Corridor
Project (Multiple Des. No.) in Howard, Clay, Center, Taylor, and Harrison Townships in
Howard County and Liberty and Prairie Townships in Tipton County, Indiana and the
Tudor Drain Wetland Mitigation Site (Des. No. 0901413) in Center Township, Howard
County, Indiana**

and

Phase Ic Work Plan for Deep Testing along the US 31 Kokomo Corridor Project

By

**Jim Snyder, MA, and
Douglas Terpstra, MS**

**Submitted By:
Luella Beth Hillen
Project Manager
ASC Group, Inc.
6330 East 75th Street, Suite 100
Indianapolis, Indiana 46250
317.915.9300
BHillen@ascgroup.net**

**Submitted To:
American Structurepoint
7260 Shadeland Station
Indianapolis, Indiana 46256
317.547.5580**

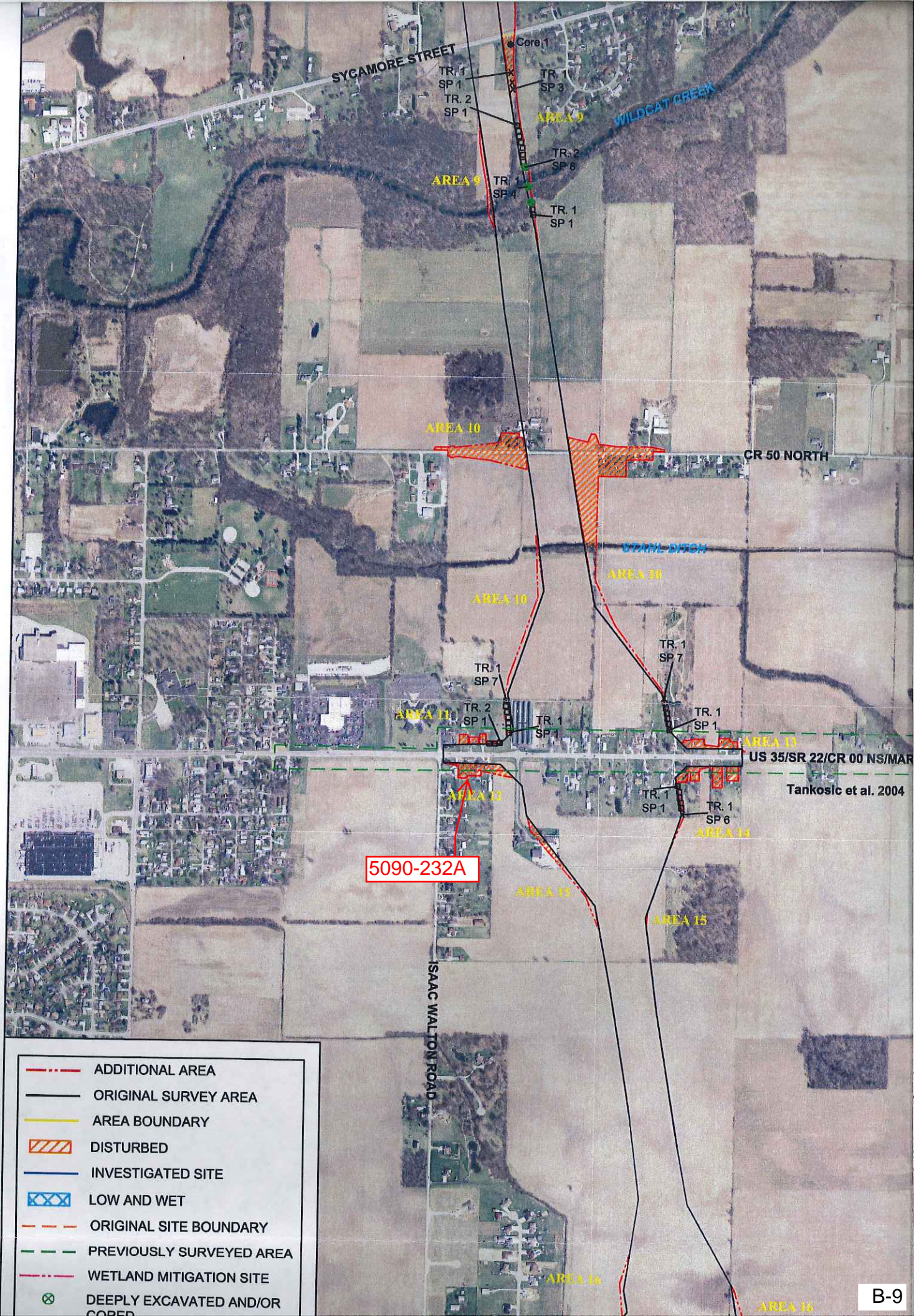
Lead Agency: Indiana Department of Transportation

October 26, 2009



James A. Snyder, MA, Principal Investigator

Figure 3. Aerial photograph showing the US 31 Kokomo Bypass Corridor, additional areas, shovel probes, cores, disturbed areas, revisited sites, and potentially eligible site 12Hd





5090-232A in 2005



5090-232A in 2012



Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, Jr., Director



November 16, 2009

Christine A. Meador
Environmental Project Manager
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256-3957

This letter clears
excess parcel
5246-234A

Federal Agency: Federal Highway Administration ("FHWA")

Re: Historic properties report (Nelson, 9/24/09) for the US 31 Kokomo Corridor additional areas, Tudor Drain wetland mitigation area (DES NO. 0901413) and addendum Phase I Archaeological survey report (Snyder & Terpstra, 10/26/09) and Phase 1c work plan (Snyder, 10/16/09) for deep testing for the proposed US 31 Kokomo corridor project (Project #nh-153-2 [041]; Designation #0200094 and #0901413; DHPA #1123)

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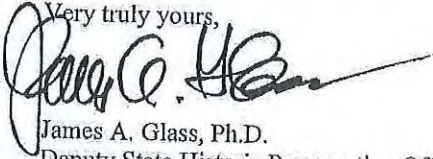
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Christine A. Meador
November 16, 2009
Page 3

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Very truly yours,



James A. Glass, Ph.D.
Deputy State Historic Preservation Officer

JAG:SEN:ALJ:aj

cc: ✓ Staffan Peterson, Indiana Department of Transportation
enc: Jim Snyder, ASC Group, Inc.
Louella Beth Hillen, ASC Group, Inc.

Report included
excess parcel
5246-234A

**Addendum To: Phase I Archaeological Survey for the Proposed US 31 Kokomo Corridor
Project (Multiple Des. No.) in Howard, Clay, Center, Taylor, and Harrison Townships in
Howard County and Liberty and Prairie Townships in Tipton County, Indiana and the
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and

Phase Ic Work Plan for Deep Testing along the US 31 Kokomo Corridor Project

By

**Jim Snyder, MA, and
Douglas Terpstra, MS**

**Submitted By:
Luella Beth Hillen
Project Manager
ASC Group, Inc.
6330 East 75th Street, Suite 100
Indianapolis, Indiana 46250
317.915.9300
BHillen@ascgroup.net**

**Submitted To:
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7260 Shadeland Station
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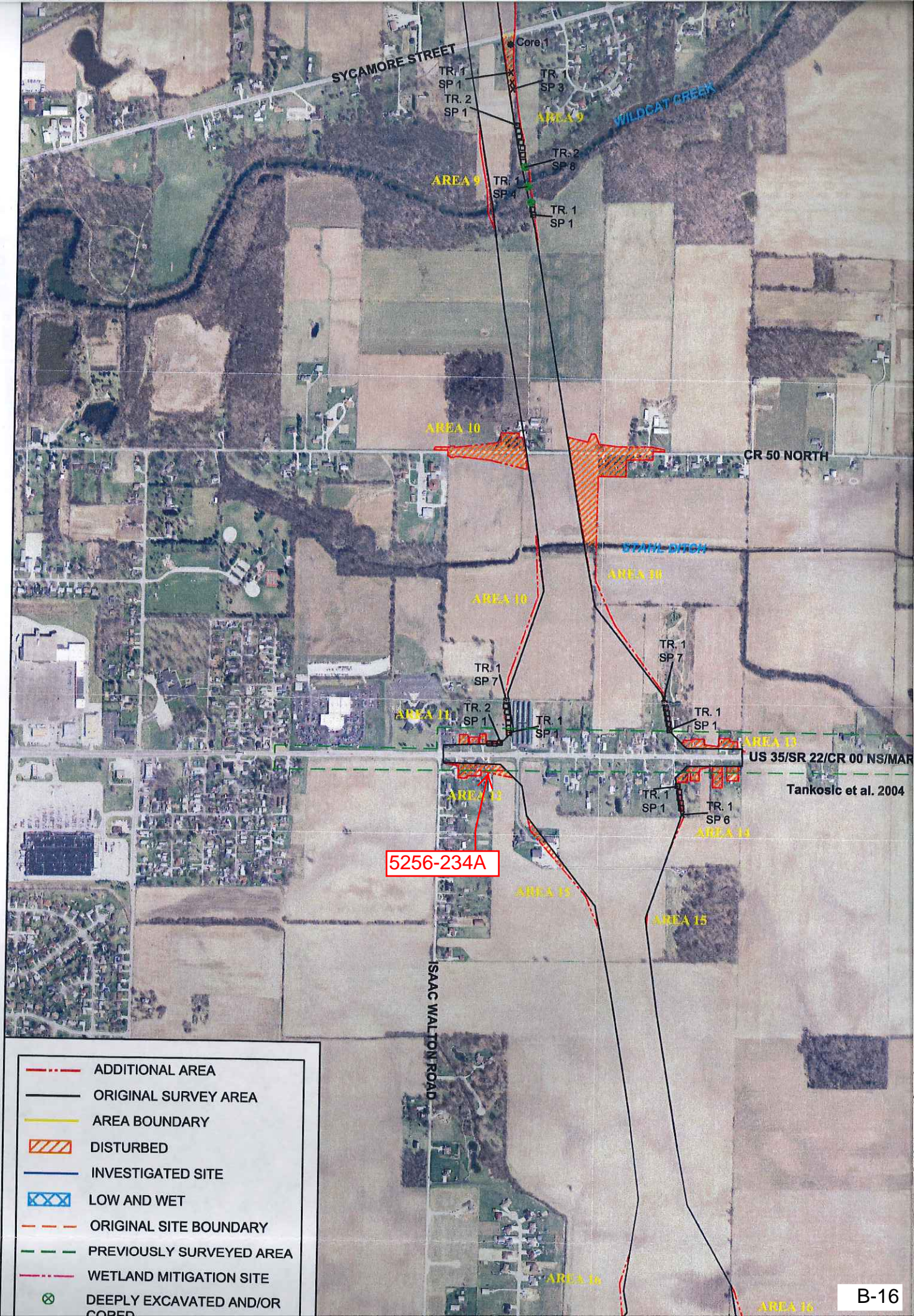
Lead Agency: Indiana Department of Transportation

October 26, 2009



James A. Snyder, MA, Principal Investigator

Figure 3. Aerial photograph showing the US 31 Kokomo Bypass Corridor, additional areas, shovel probes, cores, disturbed areas, revisited sites, and potentially eligible site 12Hd.







Appendix C: Red Flag Investigation

C1-C10 Red Flag Investigation



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

Date: January 15, 2014

To: Mr. Steve Catron
Excess Land Team, Real Estate Division
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, IN 46204

From: Hazardous Materials Unit
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION
LA 5246 Parcel 234A and LA 5090 Parcel 232A
US 31
Howard County, Indiana

NARRATIVE

This RFI is being performed for the sale of two (2) excess parcels located southeast of the intersection of US 35 and Izaak Walton Road. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes in the foreseeable future. Legal descriptions for both parcels are as follows:

LA 5246 Parcel 234A

A part of Lot 6 in Garden City Estates to the City of Kokomo, Indiana, the plat of which is recorded in Plat Book 4, page 44, in the Office of the Recorder of Howard County, Indiana, and being that part of the grantor's land depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B" (*not included*), described as follows: Beginning on the west line of said lot at a point South 00 degrees 18 minutes 26 seconds East 48.05 feet from the northwest corner of said lot; thence South 78 degrees 45 minutes 25 seconds East 102.07 feet to the east line of said lot; thence South 00 degrees 18 minutes 26 seconds East 356.51 feet along said east line to the southeast corner of said lot; thence South 89 degrees 41 minutes 34 seconds West 100.00 feet along the south line of said lot to the southwest corner of said lot; thence North 00 degrees 18 minutes 26 seconds West 376.95 feet along the west line of said lot to the point of beginning and containing 36,673 square feet, more or less.

LA 5090 Parcel 232A

A part of Lot 4 in Garden City Estates to the City of Kokomo, Indiana, the plat of which is recorded in Plat Book 4, page 44, in the Office of the Recorder of Howard County, Indiana, and being part of the grantors' land depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B" (*not included*), described as follows: Beginning at a point on the west line of said lot South 00 degrees 18 minutes 26 seconds East 7.18 feet from the northwest corner of said lot; thence South 78 degrees 45 minutes 25 seconds East 81.65 feet to the west line of the East 20.00 feet of said lot; thence South 00 degrees 18 minutes 26 seconds East 401.47 feet along the west line of the East 20.00 feet of said lot to the

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An Equal Opportunity Employer

south line of said lot; thence South 89 degrees 41 minutes 34 seconds West 80.00 feet along said south line to the southwest corner of said lot; thence North 00 degrees 18 minutes 26 seconds West 417.82 feet along the west line of said lot to the point of beginning and containing 32,772 square feet, more or less.

SUMMARY

Infrastructure			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	2
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	N/A
Hospitals	N/A	Trails	1
Schools	N/A	Managed Lands	1

Explanation:

Recreational Facilities: Two (2) recreational facilities were found within the 0.5 mile search radius, the nearest located 0.46 mile northwest of the subject parcels. No impact is expected from the sale of the subject parcels.

Pipelines: One (1) pipeline was found within the 0.5 mile search radius, located 0.1 mile south of the subject parcels. No impact is expected from the sale of the subject parcels.

Trails: One (1) trail was found within the 0.5 mile search radius, located 0.45 mile northwest of the subject parcels. No impact is expected from the sale of the subject parcels.

Managed Lands: One (1) managed land is located within the 0.5 mile search radius, located approximately 0.37 mile to the northwest. No park lands are located in or adjacent to the subject parcels. No impact is expected from the sale of the subject parcels.

Water Resources			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI – Points	N/A	NWI - Wetlands	3
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	1
NWI - Lines	N/A	Floodplain - DFIRM	1
IDEM 303d Listed Rivers and Streams (Impaired)	3	Cave Entrance Density	N/A
Rivers and Streams	5	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

Wetlands: Three (3) wetlands are located within the 0.5 mile search radius, the nearest being 0.32 mile north of the subject parcels. No impact is expected from the sale of the subject parcels.

Lakes: One (1) lake is located within the 0.5 mile search radius, located 0.41 mile to the northwest. No impact is expected from the sale of the subject parcels.

Floodplain - DFIRM: One (1) floodplain is located within the 0.5 mile search radius, located 0.35 mile to the northwest. No impact is expected from the sale of the subject parcels.

IDEM 303d Listed Rivers and Streams (Impaired): Three (3) impaired streams are located within the 0.5 mile search radius, the nearest being located 0.34 mile to the northwest. No impact is expected from the sale of the subject parcels.

Rivers and Streams: Five (5) canals/ditches are located within the 0.5 mile search radius, the nearest being approximately 0.34 mile to the northwest. No impact is expected from the sale of the subject parcels.

The subject parcels are not located within the Karst Memorandum of Understanding (MOU) Potential Karst Features Region. The sale of the subject parcels is not anticipated to impact any karst features.

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	2	Petroleum Fields	1
Mines – Surface	N/A	Mines – Underground	N/A

Explanation:

Petroleum Wells: Two (2) petroleum wells are located within the 0.5 mile search radius, the nearest being located 0.31 mile to the northwest, and both are presumed plugged. No impact is expected from the sale of the subject parcels.

Petroleum Fields: One (1) petroleum field was found within the 0.5 mile search radius. The parcels are located in the Trenton Oil Field, which is no longer active. Since the sites have been previously disturbed, no impact is expected from the presence of the oil field.

Hazmat Concerns			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	N/A
Industrial Waste Sites (RCRA Generators)	N/A	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	N/A	Underground Storage Tanks (USTs)	N/A
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A

NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	N/A	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation:

Hazmat Concerns: No hazmat concerns were located within the 0.5 mile search radius.

Ecological Information

The Howard County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted. A review of the Indiana Natural Heritage Database did not indicate the observation of any ETR species within the 0.5 mile search radius. No impact is expected from the sale of the subject parcels.

Cultural Resources

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

INDOT Environmental Services concurrence:

Marlene Mathas

Digitally signed by Marlene Mathas
DN: cn=Marlene Mathas, o=INDOT
Environmental Services, ou=Hazardous
Materials, email=mmathas@indot.in.gov, c=US
Date: 2014.01.29 09:59:33 -05'00'

(Signature)

Prepared by:
Anthony Johnson
Hazardous Materials Specialist
INDOT Environmental Services

Graphics:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

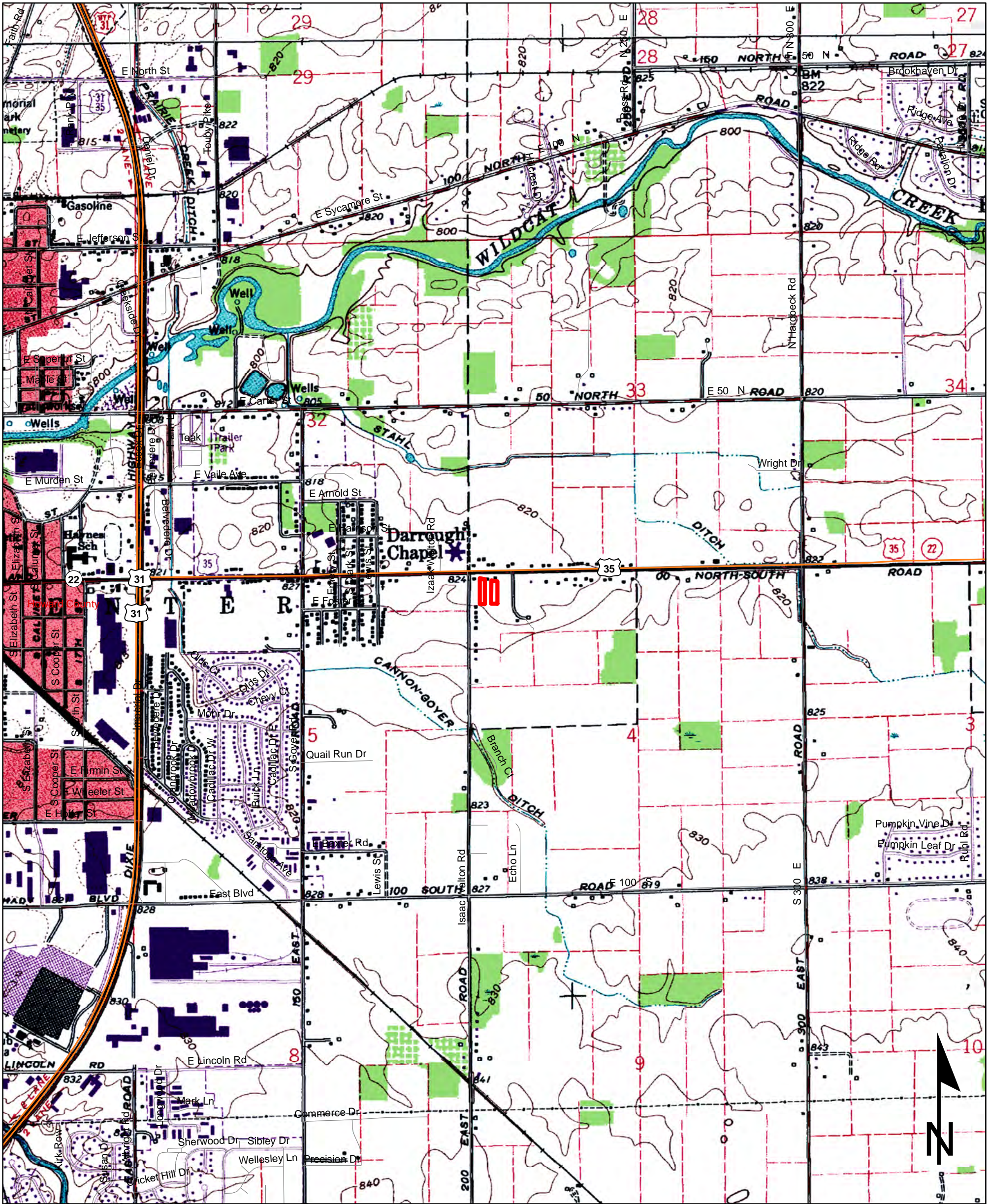
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: NO

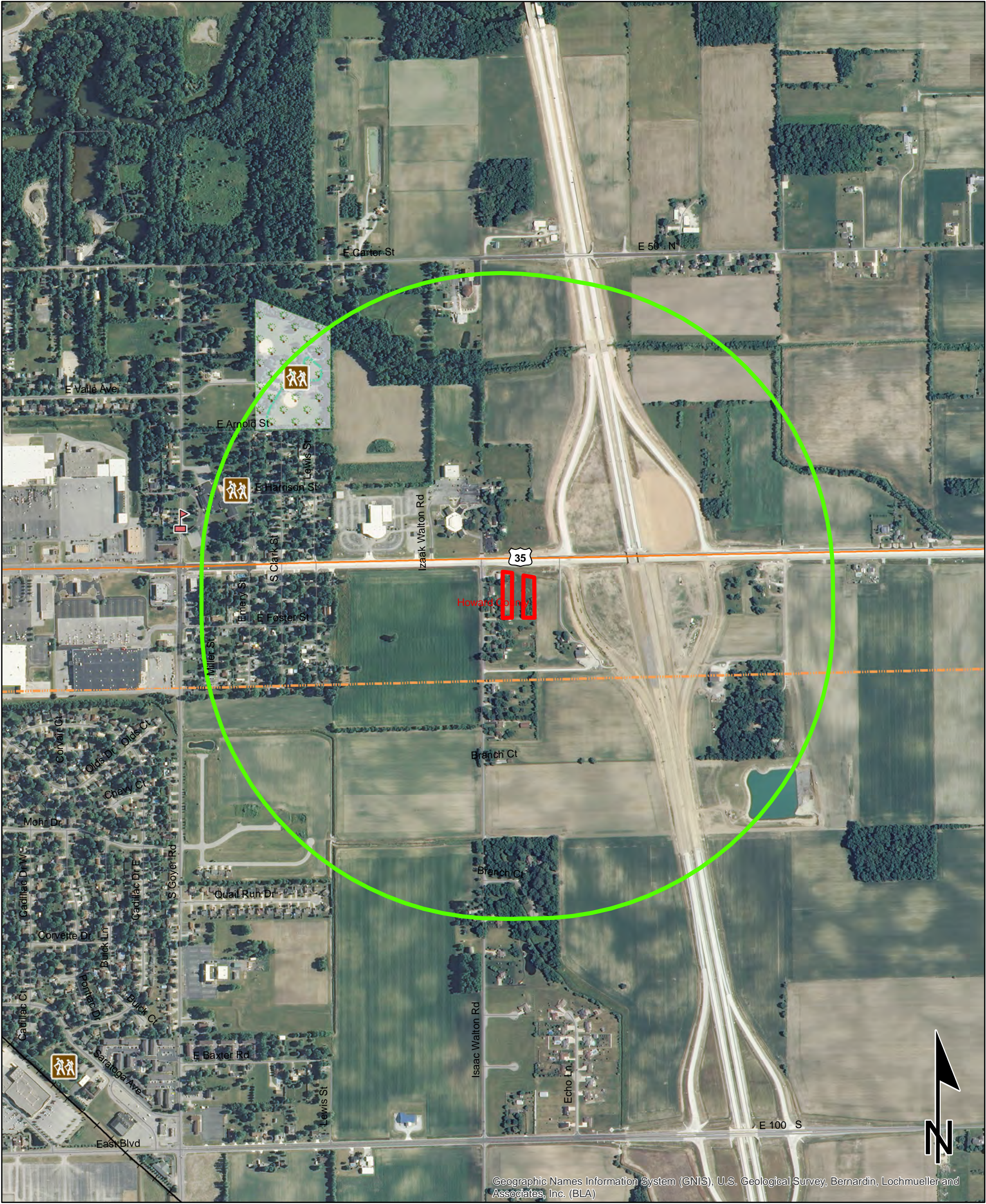
Red Flag Investigation - Site Location Map
US 31 - Excess Parcels
LA 5090-232A and LA 5246 - 234A
Howard County, Indiana



Sources: 0.35 0.175 0 0.35 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

KOKOMO EAST QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

Red Flag Investigation - Infrastructure Map
US 31 - Excess Parcels
LA 5090-232A and LA 5246 - 234A
Howard County, Indiana

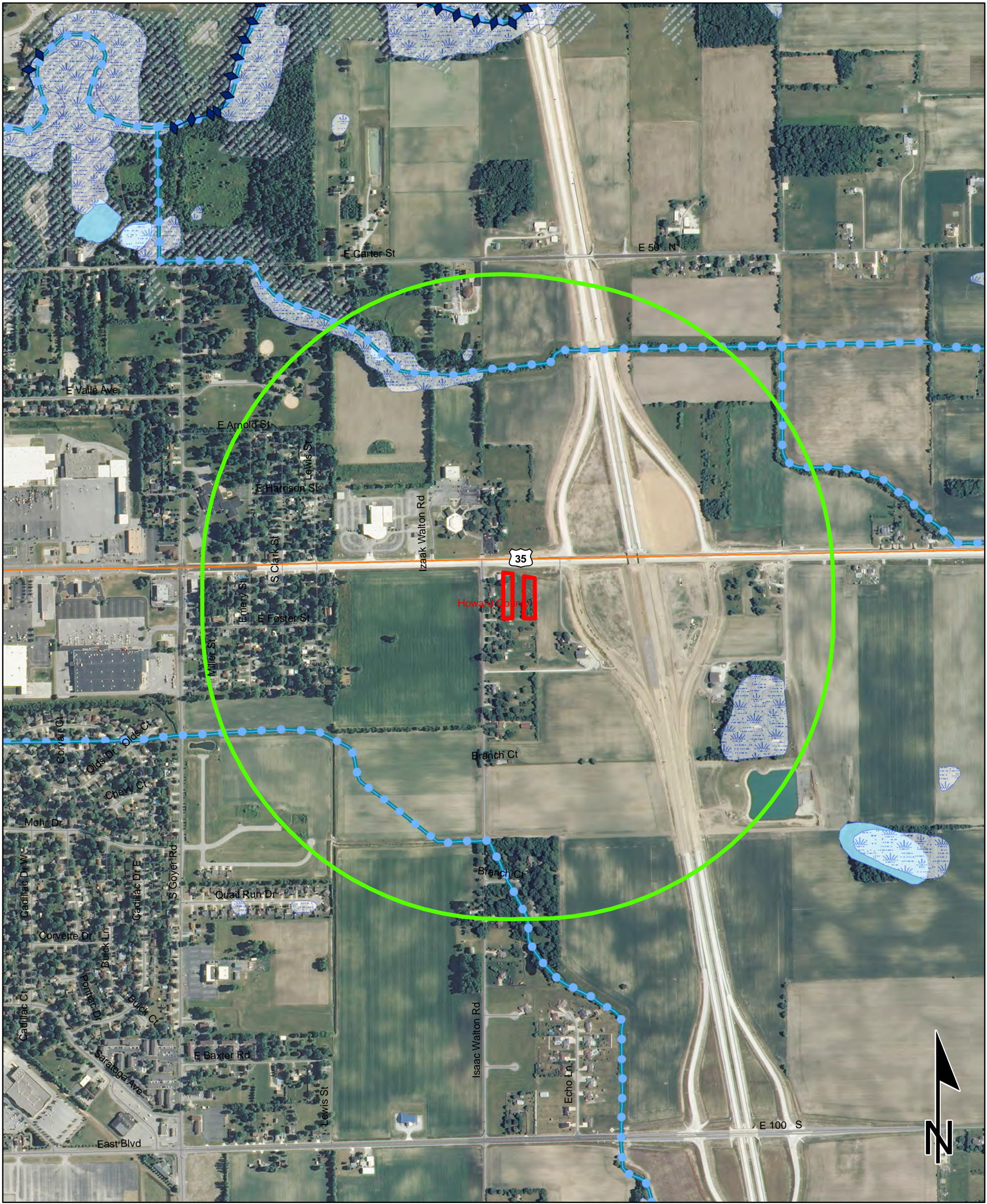


Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	Religious Facility		Recreation Facility		Project Area
	Religious Facility		Pipeline		Half Mile Radius
	Indiana Map		Railroad		Interstate
	Airport		Trails		State Route
	Cemeteries		Managed Lands		US Route
	Hospital		County Boundary		Local Road
	School				

Red Flag Investigation - Water Resources Map
US 31 - Excess Parcels
LA 5090-232A and LA 5246 - 234A
Howard County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

0.2 0.1 0 0.2 Miles

	NWI - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NWI- Line		Floodplain - DFIRM		State Route
	Stream - Impaired		Cave Entrance Density		US Route
	NPS NRI listed		Sinkhole Area		Local Road
	River		Sinking-Stream Basin		
	Canal Route - Historic		County Boundary		

Indiana County Endangered, Threatened and Rare Species List

County: Howard

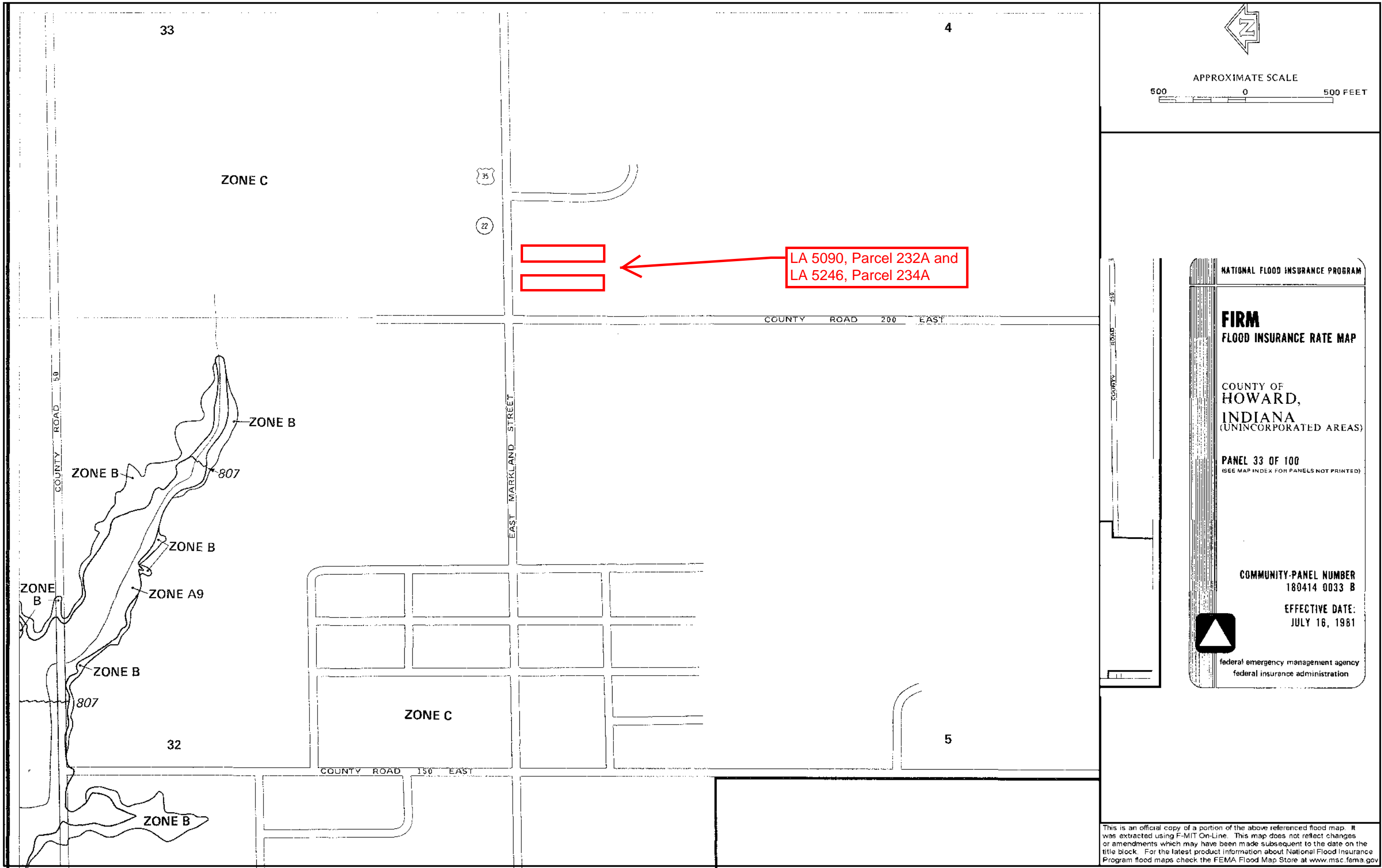
Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
Epioblasma torulosa rangiana	Northern Riffleshell	LE	SE	G2T2	SX
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Pleurobema clava	Clubshell	LE	SE	G2	S1
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Toxolasma lividus	Purple Lilliput		SSC	G3	S2
Reptile					
Thamnophis butleri	Butler's Garter Snake		SE	G4	S1
Bird					
Ardea herodias	Great Blue Heron			G5	S4B
Falco peregrinus	Peregrine Falcon	No Status	SE	G4	S2B
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SSC	G5	S2
Mammal					
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Crataegus pedicellata	Scarlet Hawthorn		ST	G5	S2
Crataegus prona	Illinois Hawthorn		SE	G4G5	S1
Crataegus succulenta	Fleshy Hawthorn		SR	G5	S2
Glyceria grandis	American Manna-grass		SE	G5	S1
Linum sulcatum	Grooved Yellow Flax		SR	G5	S2
High Quality Natural Community					
Forest - flatwoods central till plain	Central Till Plain Flatwoods		SG	G3	S2

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Appendix D: Water Resources

D1	FEMA Floodplain Map
D2	USFWS National Wetlands Inventory Map
D3	IDEM Wellhead Proximity Determinator
D4	IDNR Water Wells Records Map





U.S. Fish and Wildlife Service National Wetlands Inventory

Jan 29, 2014

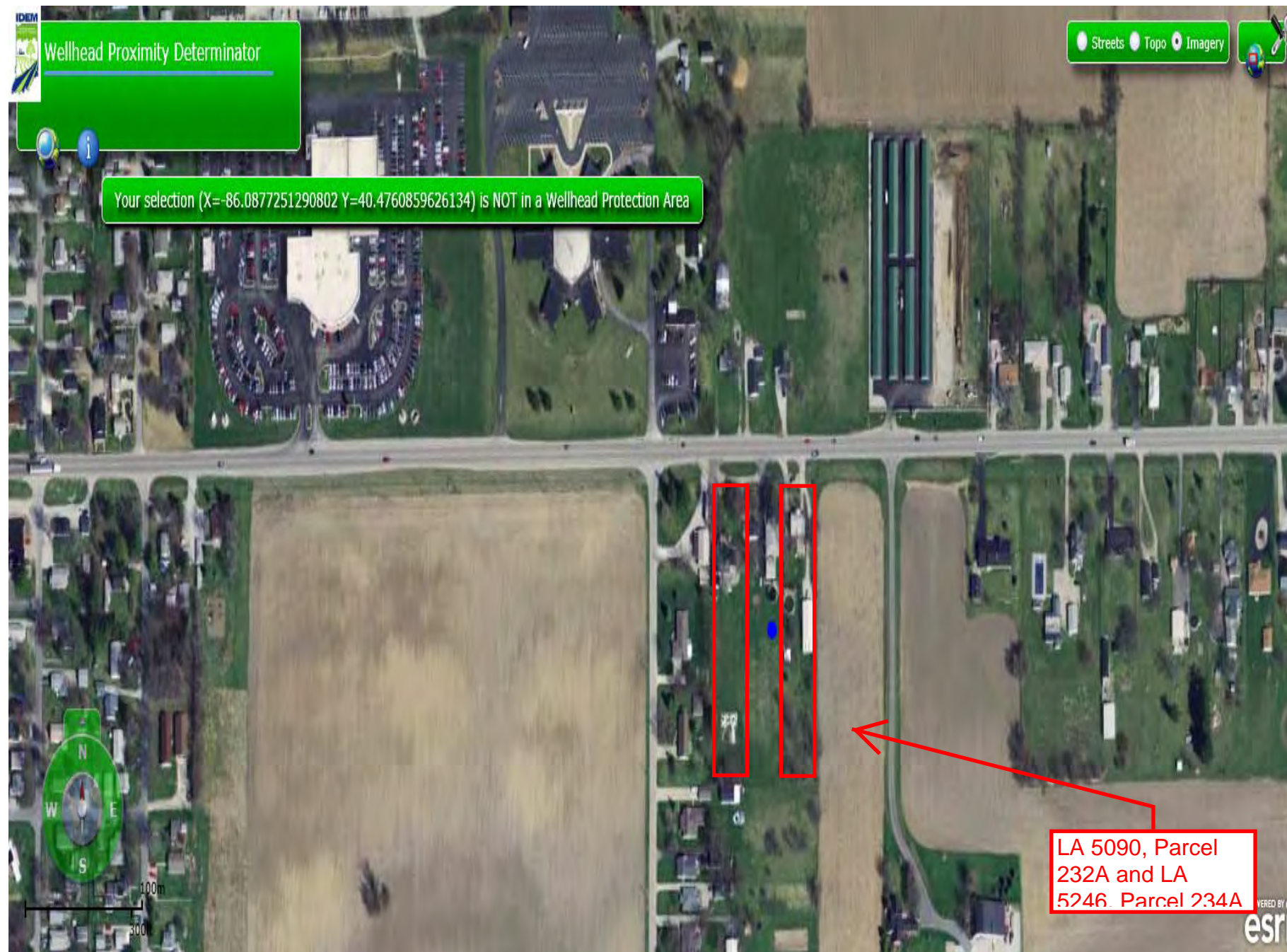


Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

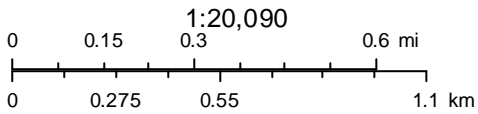
User Remarks:



Water Wells Records Map



January 29, 2014



State Mask 102100

Water Wells

Actual Location

Estimated Location/Geocoding addresses; Estimated Location/TRS_quarter sections_county

Actual Location

Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

Copyright 2013 Indiana DNR

Appendix E: Parcel Documentation

E1-E7

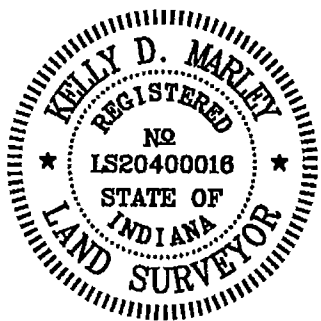
Specific Parcel Information

EXHIBIT "A"

Sheet 1 of 1

Project: 0600338
Code: 5090
Parcel: 232A (Excess Land)
Form: WD-1

A part of Lot 4 in Garden City Estates to the City of Kokomo, Indiana, the plat of which is recorded in Plat Book 4, page 44, in the Office of the Recorder of Howard County, Indiana, and being part of the grantors' land depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the west line of said lot South 00 degrees 18 minutes 26 seconds East 7.18 feet from the northwest corner of said lot; thence South 78 degrees 45 minutes 25 seconds East 81.65 feet to the west line of the East 20.00 feet of said lot; thence South 00 degrees 18 minutes 26 seconds East 401.47 feet along the west line of the East 20.00 feet of said lot to the south line of said lot; thence South 89 degrees 41 minutes 34 seconds West 80.00 feet along said south line to the southwest corner of said lot; thence North 00 degrees 18 minutes 26 seconds West 417.82 feet along the west line of said lot to the point of beginning and containing 32,772 square feet, more or less.



This description was prepared for the
Indiana Department of Transportation
on the 30th day of November 2007.

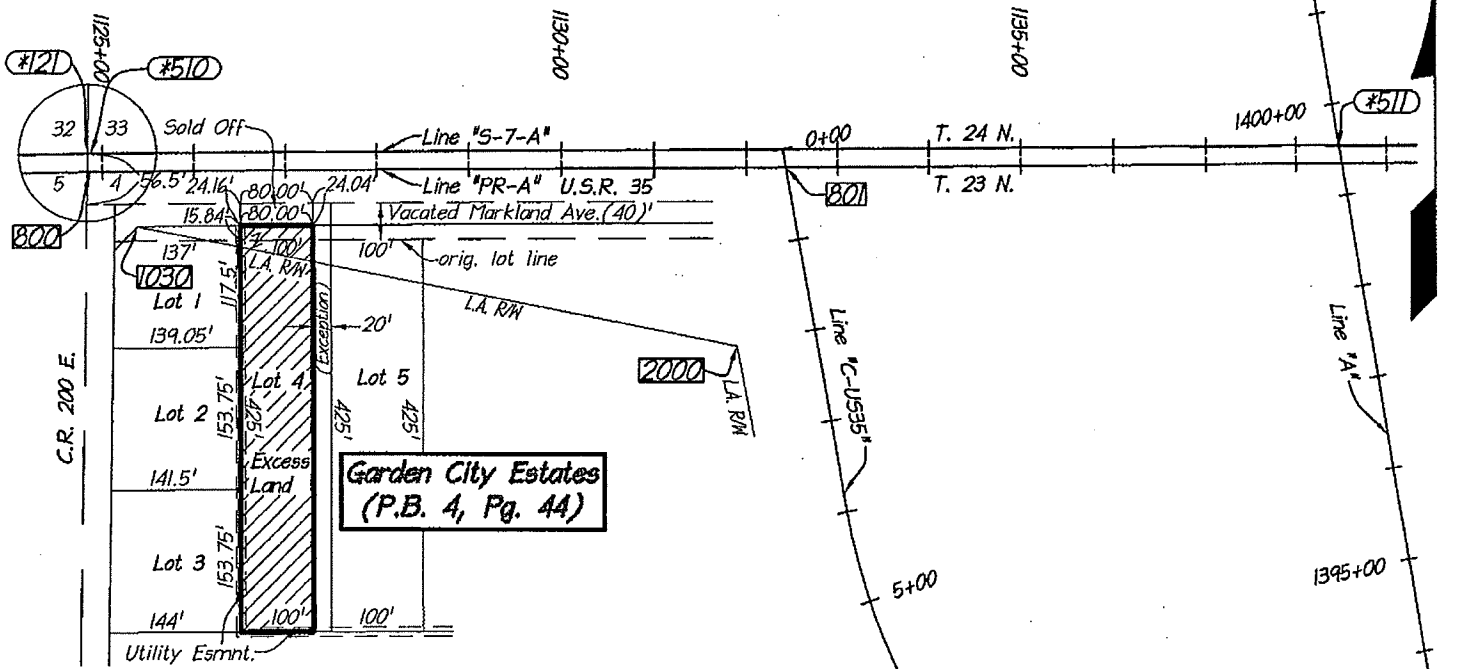
by Kelly D. Marley
Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Indiana Department of Transportation
by USI Consultants, Inc. (Job #2007-078)

SHEET 1 OF 1
0' 50' 100' 200'
SCALE 1" = 200'



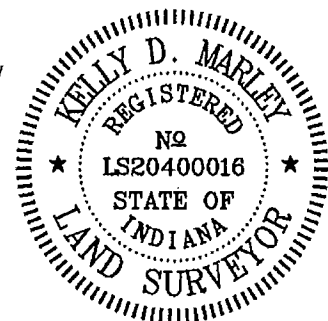
Point	Centerline	Station	Offset	Northing	Easting
#21, 510, 511, 545	* See Location Control Route Survey Plat, Instr. 0734004010				
800	P.I. 124+86.97 'PR-A' = O.P.O.T. 124+86.97, 19.98' Rt. 'S-7-A'			104669.5731	110605.9733
801	P.O.T. 132+43.42 'PR-A' = O.P.O.T. 132+43.46, 19.97' Rt. 'S-7-A'			104674.8244	111362.4038
1030	'PR-A' + E(1125+38) E(60.04') Rt.			104609.8877	110657.4205
2000	'A' 1398+50 685' Lt.			104480.3269	111309.1724

Stations & offsets control over both north & east coordinates and bearings & distances

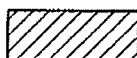
SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument 0734004010 in the Office of the Recorder of Howard County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Kelly D. Marley 11-30-07
Kelly D. Marley dated
Reg. Land Surveyor No. LS20400016
State of Indiana



PARCEL: 232 OWNER: TATUM, BRUCE A. ET UX.
CODE: 5090
PROJECT: 0600338
ROAD: U.S.R 31
COUNTY: HOWARD
SECTION: 4
TOWNSHIP: 23 N.
RANGE: 4 E.



HATCHED AREA IS THE
APPROXIMATE TAKING



8415 East 66th Street
Indianapolis, IN 46216

DRAWN BY: J.M. GARDNER 11-13-07
CHECKED BY: K.D. MARLEY 11-29-07
DES. NO.: 0600338

DEED BOOK 261, PAGE 2928, DATED 9-6-96
INSTRUMENT # 0534009021, " " 3-10-05

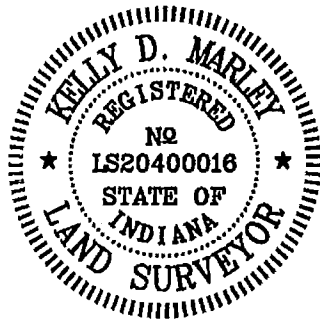
DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT "A"

Sheet 1 of 1

Project: 0800234
Code: 5246
Parcel: 234A (Excess Land)
Form: WD-1
Tax ID: 34-10-04-100-073.000-001

A part of Lot 6 in Garden City Estates to the City of Kokomo, Indiana, the plat of which is recorded in Plat Book 4, page 44, in the Office of the Recorder of Howard County, Indiana, and being that part of the grantor's land depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning on the west line of said lot at a point South 00 degrees 18 minutes 26 seconds East 48.05 feet from the northwest corner of said lot; thence South 78 degrees 45 minutes 25 seconds East 102.07 feet to the east line of said lot; thence South 00 degrees 18 minutes 26 seconds East 356.51 feet along said east line to the southeast corner of said lot; thence South 89 degrees 41 minutes 34 seconds West 100.00 feet along the south line of said lot to the southwest corner of said lot; thence North 00 degrees 18 minutes 26 seconds West 376.95 feet along the west line of said lot to the point of beginning and containing 36,673 square feet, more or less.



This description was prepared for the
Indiana Department of Transportation
on the 21st day of May, 2008.

by Kelly D. Marley
Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

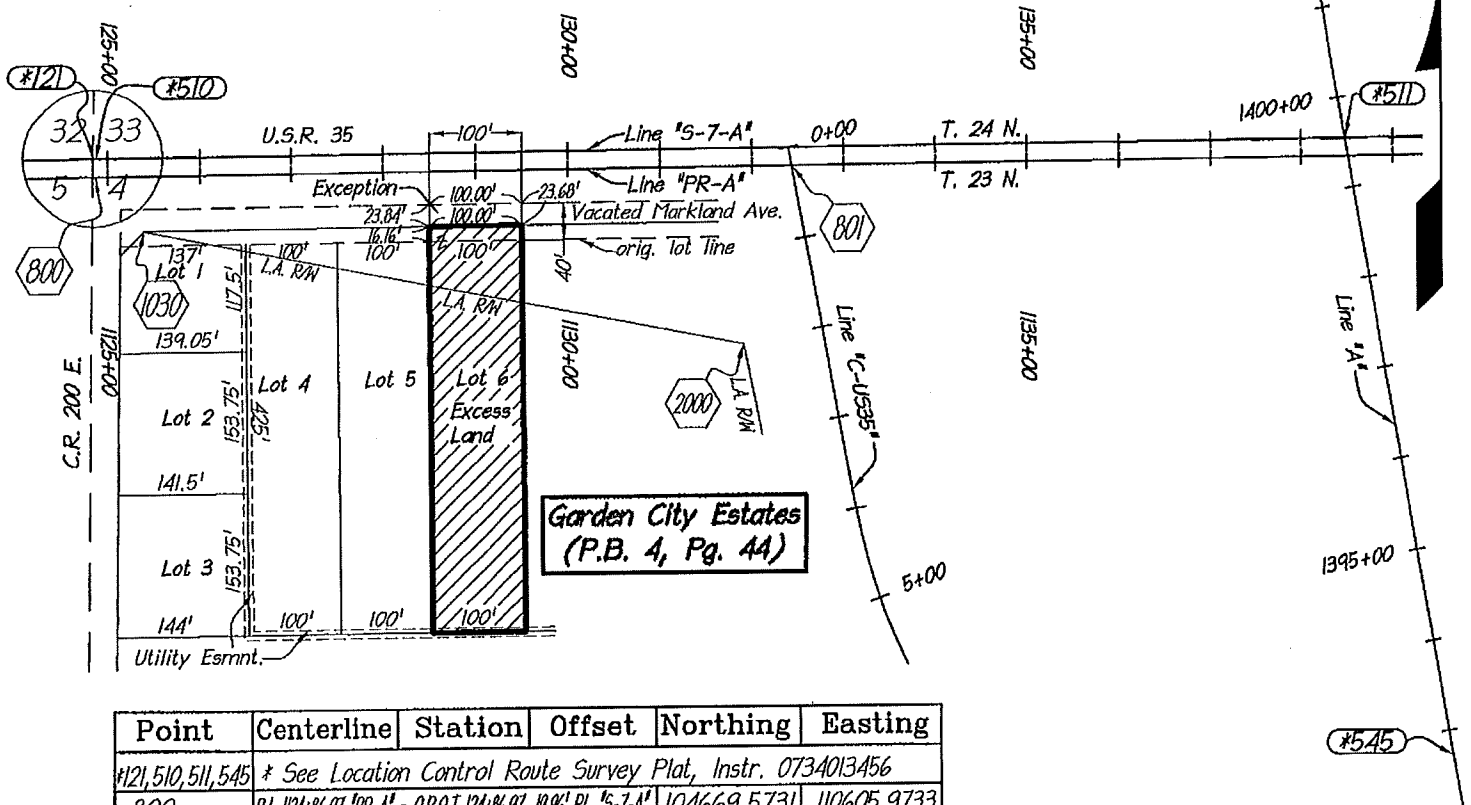
Revised project/code. 10-22-08

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Indiana Department of Transportation
by USI Consultants, Inc. (Job #2007-078)

SHEET 1 OF 1
0' 50' 100' 200'
SCALE 1" = 200'



Point	Centerline	Station	Offset	Northing	Easting
#121, 510, 511, 545	* See Location Control Route Survey Plat, Instr. 0734013456				
800	P.I. 1124+86.97 "PR-A" = O.P.O.T. 124+86.97, 19.96' Rl. "S-7-A"			104669.5731	110605.9733
801	P.O.T. 1132+43.42 "PR-A" = O.P.O.T. 132+43.46, 19.97' Rl. "S-7-A" = P.O.T. 0+20.28 "C-U535"			104674.8244	111362.4038
1030	"PR-A"	+E(1125+38)	E(60.04') Rl.	104609.8877	110657.4205
2000	"A"	1398+50	685' Lt.	104480.3269	111309.1724

Stations & offsets control over both north & east coordinates and bearings & distances

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument 0734013456 in the Office of the Recorder of Howard County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Kelly D. Marley 10-22-08

Kelly D. Marley dated
Reg. Land Surveyor No. LS20400016
State of Indiana



Rev. 10/22/08: Changed Des/Proj/Code-K.D. Marley

PARCEL: 234 OWNER: TOWNSEND, DAVID K.
CODE: 5246
PROJECT: 0800234
ROAD: U.S.R. 31
COUNTY: HOWARD
SECTION: 4
TOWNSHIP: 23 N.
RANGE: 4 E.



HATCHED AREA IS THE
APPROXIMATE TAKING



8415 East 56th Street
Indianapolis, IN 46216

DRAWN BY: J.M. GARDNER 5-20-08
CHECKED BY: K.D. MARLEY 5-20-08
DES. NO.: 0800234

INSTRUMENT # 0534009154 , DATED 6-9-05

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

INDIANA R/W CODE: 5090/5246
DEPARTMENT OF
TRANSPORTATION

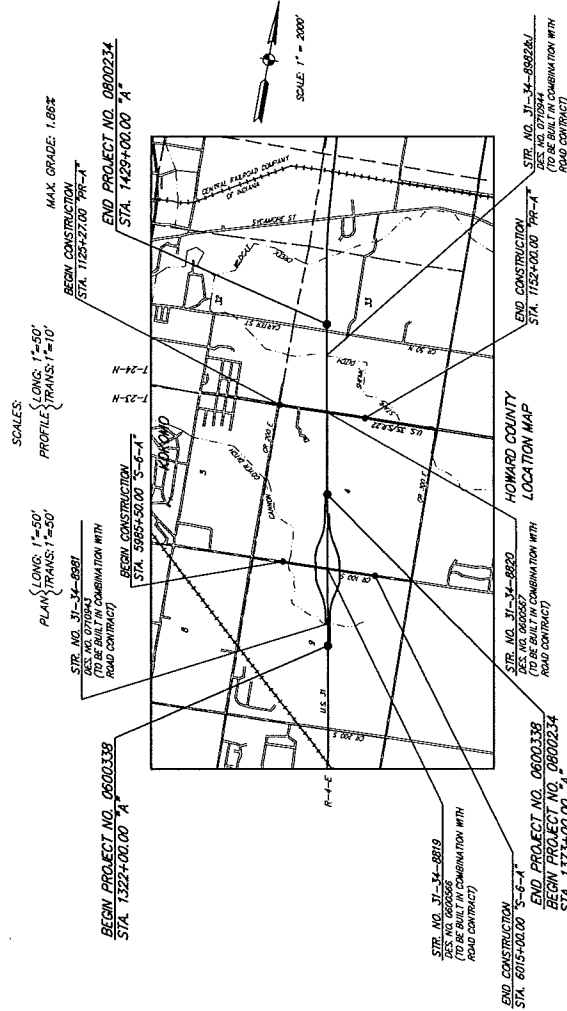
R/W & ROAD PLANS

U.S. 31 KOKOMO BYPASS

PROJECT NO.	0600338/0800234	P.E.
PROJECT NO.	0600338/0800234	R/W
PROJECT NO.	0600338/0800234	CONST.

NEW ROAD CONSTRUCTION OF U.S. 31 KOKOMO BYPASS FROM 1.5 MILES SOUTH TO 0.5 MILES NORTH OF U.S. 35/S.R.22 IN SECTIONS 4 & 9, T23N, R4E AND SECTION 33, T24N, R4E, CENTER & HOWARD TOWNSHIPS, HOWARD CO., INDIANA AND HAVING A VARIABLE RIGHT-OF-WAY WIDTH.

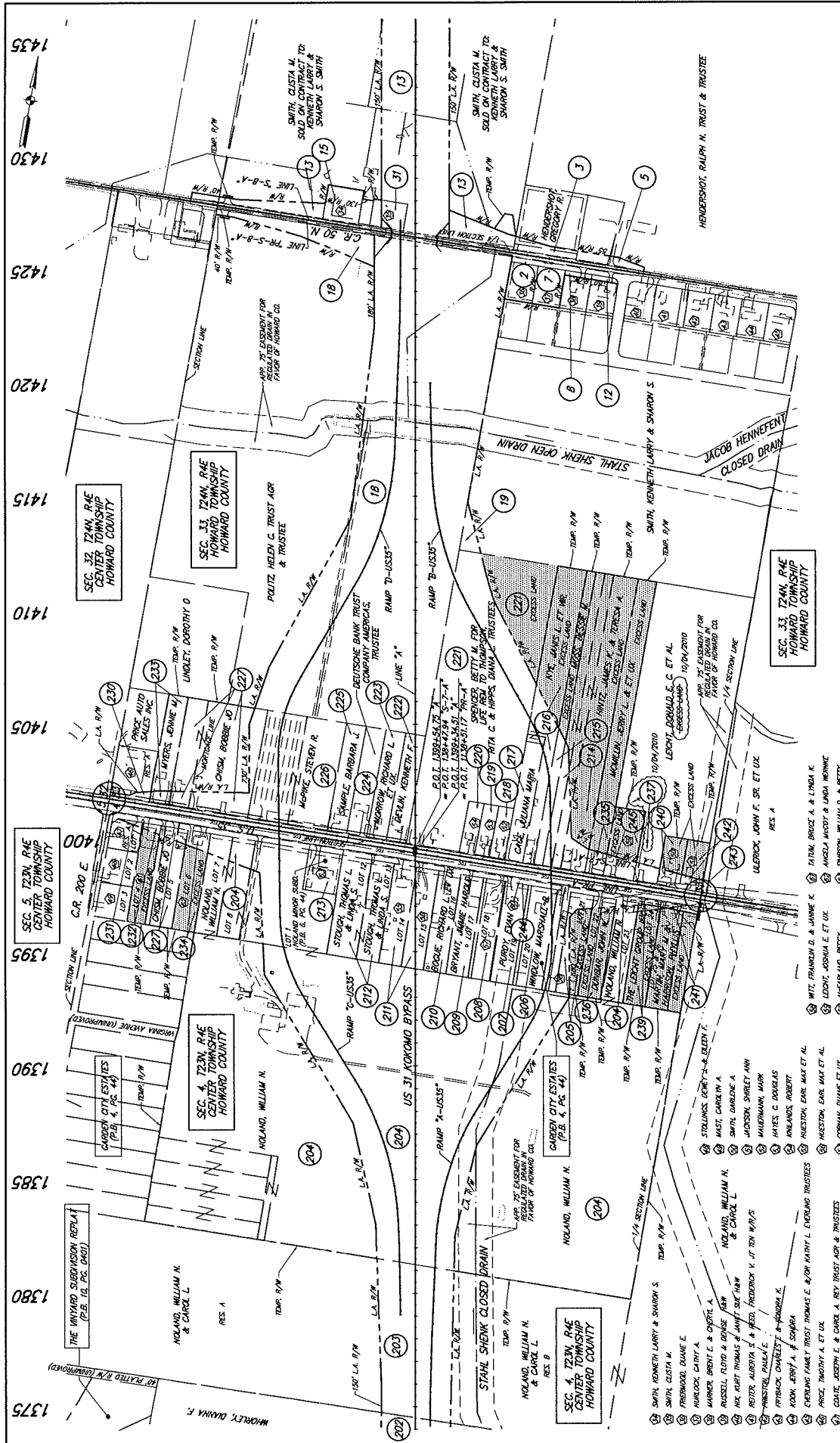
GROSS LENGTH: 2.03 MI.
NET LENGTH: 1.98 MI.



STAGE 2 PLANS
NOT FOR CONSTRUCTION

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2008

FEDERAL HIGHWAY ADMINISTRATION U.S. DEPT. OF TRANSPORTATION APPROVED: _____ DATE: _____		PLANS PREPARED BY: JANSSEN AND SPANNS ENGINEERING (317) 254-9888 PHONE NUMBER CERTIFIED BY: <i>Jim A. Janssen</i> 8/17/09 DATE APPROVED: _____ FOR LETTING: _____		CHIEF, DIVISION OF DESIGN DATE: _____	
DIVISION ADMINISTRATOR		CONTRACT		PROJECT NO. 0600133N 06002254	
BRIDGE FILE		SHEETS 1 of 56		PROJECT NO. 0600133N 06002254	
DESIGNATION NO. 0600133N 06002254		STATE OF INDIANA		CONTRACT	




	RECOMMENDED FOR APPROVAL	04/11/2008 DATE	INDIANA DEPARTMENT OF TRANSPORTATION PLAT NO. 1	HORIZONTAL SCALE 1"=200'	BRIDGE FILE
	DESIGN ENGINEER	JMM JMM		VERTICAL SCALE NONE	DESIGNATION NO. 0600038
	DESIGNED: RMC	DRAWN: JMM		SURVEY BOOK	SHEETS 18 OF 18
	CHECKED: JAT	CHECKED: RMC		CONTRACT	PROJECT NO. 0600137A

EXHIBIT D

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

Comes now the Affiant(s), _____, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 20__.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____, 20__.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____